Terms of Service – remove.bg

1. Preamble

1.1. Canva Austria GmbH (the "**Operator**", "**We**", "**Us**") operates the following brands, services, and websites:

- Kaleido (kaleido.ai);
- Remove.bg, a web-based application for editing photos;
- Unscreen (unscreen.com), a web-based application for editing videos; and
- Designify (designify.com), a web-based application for editing photos,

(each, a "**Service**", or together, the "**Services**").

These Terms of Service apply to all users of the Service(s)("**User**").

1.2 Users of a Service who use a subscription plan or pay-as-you-go credits also agree to the Service's General Terms and Conditions:

2. Rights of use

2.1. The User may use any of the Services exclusively for non-commercial purposes. This means that all results from the Services may only be used privately. Use for (direct or indirect) commercial purposes is excluded, unless the User is also using a subscription plan or pay-as-you-go credits and therefore subject to the Service's General Terms and Conditions.

2.2. The Operator has the right to restrict the use of the Service without giving reasons or to block Users.

2.3. By giving consent, the User agrees that the Operator may store the User's IP address to verify extensive use of the Service.

3. Rights and obligations of the User

3.1. The User undertakes to refrain from any actions that endanger the functionality or operation of the software. In particular, the User is prohibited from carrying out any actions that scan or test weak points of the software, bypass security systems or access systems of the software or integrate malware into the software.

3.2. The User guarantees that they have all the necessary rights (such as copyright, ancillary copyright, industrial property rights, trademark rights) for processing the uploaded photos.

4. Acceptable use of the Service

4.1. User agrees not to upload content, create designs or use the Service, directly or indirectly, in any manner that:

- Promotes or creates a risk of physical or mental harm, emotional distress, death, disability, or disfigurement to yourself, any person, or animal;
- Promotes or creates a risk of harm, loss, or damage to any property;
- Seeks to harm or exploit children;
- Is harassing, abusive, racially or ethnically offensive, defamatory, invasive of personal privacy or publicity rights, libelous, or threatening;
- Discriminates, incites, or promotes discrimination against others based on race, religion, sex, sexual orientation, age, disability, ancestry, national origin, or any other basis;
- Involves nudity, is sexually explicit or pornographic in nature or contains links to such material;
- Involves the sale or promotion of illegal activities, products, or services;
- Is fraudulent or promotes fraudulent activity;
- Violates the rights of any individual or third party, including their intellectual property and data privacy rights;
- Contains any information or content that you do not have a right to make available under any law or due to confidentiality, contractual, or fiduciary duties;
- Contains any information or disinformation that is false, deceptive, or misleading or otherwise promotes, endorses, encourages, or facilitates the spread of false information;
- Violates any applicable law or promotes activities that are illegal in nature; or
- Threatens or undermines democratic processes or institutions.

The Operator reserves the right to determine whether content violates this clause at its sole discretion. This clause may be updated from time to time.

5. Restrictions on use of the Service

5.1 User shall not use the Service in any way that goes against its intended use.

5.2 User shall not themselves or through any third party (i) rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Service to any third party (except as permitted under these Terms of Service); (ii) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify or create derivative works of the Service, or any part thereof; (iii) access the Service for purposes of performance benchmarking; (iv) access the Service for purposes of building or marketing a competitive product; (v) use the Service to store or transmit a virus or malicious code; (vi) use any form of data mining, extraction, or scraping on the Service and/or the contents available therein for machine learning or other purposes; or (ix) bypass any measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service.

6. Content moderation and complaints

6.1 If the User uploads content to the Service, the content is the sole responsibility of the User that submitted it. We do not guarantee to review all User content before or after it is uploaded to the Service.

6.2 We use automated tools and human moderators to review User comments on our Service. Our moderators also fully investigate all reports of User content which may violate our Terms of Service or may be illegal.

6.3 Anyone can report content on our Service. Further information regarding how to report content and/or accounts is available in clause 11 of these Terms of Service.

6.4 Where a User disagrees with a moderation decision, they may contact us via email (Kaleido: hello@kaleido.ai, remove.bg: team@remove.bg, Unscreen: support@unscreen.com, or Designify: support@designify.com). Users must submit their complaint within six months of the relevant moderation decision.

6.5 Upon receiving a complaint, we will: ensure the complaint is reviewed in a timely, non-discriminatory, diligent and non-arbitrary manner; reverse our decision if we determine our initial assessment was incorrect; and inform you of our decision and of any possibilities for redress promptly.

7. Warranty and liability

7.1. Any warranty for the results of the software and its availability is excluded. If, nevertheless, a warranty claim should exist, the warranty period is six months.

7.2. The Operator is not liable for the speed of the Service or its software, its Availability, data loss or the correctness of the results. In addition, the liability of the Operator is excluded unless the damage has been caused intentionally or through gross negligence. This does not apply in cases of loss of life or damage to the health of a person.

7.3. The liability of the Operator is in any case limited to EUR 100.00.

8. Indemnity obligations

8.1 The User agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Operator and its affiliates, officers, directors, agents, licensors and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from or related to the User's (i) violation of these Terms of Service or (ii) use of the Service.

9. Confidentiality and data protection

9.1. All data protection information for the respective Services is available to the User at:

10. Term and termination

10.1 These Terms of Service shall take effect the first time you access the Service and shall continue in full force and effect until your account is deleted or terminated.

10.2 If the Operator, in its reasonable discretion, determines that you or your use of the Service violate these Terms of Service, the Operator may take one of the following actions: delete the prohibited User content; (ii) suspend your access to the Service; (iii) terminate and delete your account; (iv) permanently ban you from using the Service; and/or (v) disclose the prohibited User content or activity to appropriate government authorities. Upon termination, your right to use the Service will immediately cease. The Service may not be accessed by any Users previously removed from the Service by the Operator.

11. Digital Services Act (DSA)

11.1 DSA Contact Points - Users

11.1.1 As provider of the Services, the Operator has designated a **single point of contact** for users for the purposes of the DSA; please email us at hello@kaleido.ai with the subject 'DSA report of illegal content'.

11.1.2 If you are a European user choosing to notify us of illegal content on our service, please contact us at hello@kaleido.ai with the following information:

- An explanation of the reasons why you believe the content is illegal, including
  - Which country you think the content is illegal in;
  - Which law you think the content breaches;
  - The reasons why you think the content breaches the law;
- The URL/s of the content and, where necessary, any additional information required to help us identify the content;
- Your name and email address (optional);
- A statement confirming your belief that the information and allegations in your notice are accurate and complete.

11.2 Appeals and dispute resolution for EU users

11.2.1 The DSA provides opportunities to dispute the decisions that online platforms make about content and user accounts. If you believe that we've mistakenly taken action on your account or reported content, you can appeal our decision within 180 days by emailing us at hello@kaleido.ai.

11.2.2 In addition, you can contact a certified out-of-court dispute settlement body to help resolve any dispute with us relating to our actions on your account or reported content, including if you disagree with the outcome of an appeal. The European Commission will maintain a website listing the available settlement bodies as they become certified. Decisions by out-of-court dispute settlement bodies are not binding on you or on the Operator.

11.3 Authorities

11.3.1 The Operator has designated a single point of contact for member states' authorities, the European Commission, and the European Board for Digital Services to contact us for the purposes of the DSA; please email us at hello@kaleido.ai.

11.3.2 For member states' authorities, seeking to submit an order directing the Operator to act against illegal content, please reach out to the aforementioned point of contact. Please ensure all requests meet the requirements of Article 9(2) of the DSA.

11.3.3 For member states' authorities, seeking to submit an order to provide information, please reach out to the aforementioned point of contact. Please ensure all requests meet the requirements of Article 10(2) of the DSA.

11.3.4 Please ensure all requests are made in English (or, at a minimum, an English translation is provided).

12. Concluding provisions

12.1. Legal disputes arising from this Contract are governed exclusively by Austrian law. Application of the UN Convention for the International Sale of Goods, the referral standards of the IPRG and the Regulation (EC) no. 593/2008 of the European Parliament and of the Council of June 17, 2008 on the law applicable to contractual obligations (Rome I Regulation) is excluded.

12.2. The exclusive jurisdiction for disputes arising out of or in connection with this contract shall be the competent court in Vienna-Inner City, Austria.

12.3. Operator may modify these Terms of Service (and any policies or agreements referenced in these Terms of Service) at any time. We will post the most current version of these Terms of Service on each Service. We will provide you with reasonable notice of any change to the Terms of Service that, in our sole determination, materially adversely affect your rights or your use of the Service. We may provide you this notice via the Service and/or by email to the email address associated with your account. By continuing to use the Service after any revised Terms of Service become effective, you agree to be bound by the new Terms of Service.

12.4. Should individual provisions of this Contract be void, unenforceable and/or invalid, this shall not result in the invalidity, unenforceability and/or invalidity of the entire Contract. In this case, the contracting parties undertake to agree on a provision which is as close as possible economically to the purpose pursued by the void, unenforceable and/or invalid provision to replace the void, unenforceable and/or invalid provision.

12.5. Any non-English translations of these Terms of Service are provided for convenience only. The English version of these Terms of Service will control.

PRODUCT HUNT
(4.7) based on 745 reviews